

**LEASE AGREEMENT BETWEEN**  
**THE CITY OF FRISCO, TEXAS AND SCOTT TRENT**

This Lease Agreement (“Agreement”) is made and entered into by and between the CITY OF FRISCO, TEXAS, a home-rule municipal corporation (“City”), and SCOTT TRENT (“Trent”). The City and Trent sometimes are referred to herein collectively as the “Parties” or singularly as a “Party”.

**WHEREAS**, it is deemed in the best interest of the residents of the City to lease the premises located at 1525 Gloryview Rd, Frisco, Texas 75034 (“Premises”) to Trent; and

**WHEREAS**, the Premises are and have been vacant since the City became the owner of the Premises; and

**WHEREAS**, the City has determined that the Premises need to be occupied in order to preserve the City’s investment in same; and

**WHEREAS**, Trent is an artist; and

**WHEREAS**, the City has determined that Trent can occupy the premises for the purpose of maintaining and repairing the Premises, offering various art activities, classes and educational opportunities to the citizens of the City and assisting the City in locating various pieces of artwork in City parks; and

**WHEREAS**, Trent has agreed to, among other things provided herein, maintain and repair the Premises, offer various art activities, classes and educational opportunities to the citizens of the City and assist the City in locating various pieces of artwork in City parks while he is occupying the Premises; and

**WHEREAS**, the City has determined that the services offered by Trent provide a benefit to the City and its citizens; and

**WHEREAS**, the City has determined that Trent’s occupancy of the Premises will assist in maintaining the value of the City’s investment; and

**WHEREAS**, the City finds that the lease of the Premises for the purposes stated above are valid public purposes.

**NOW, THEREFORE**, for and in consideration of the covenants, obligations, and undertakings of each of the respective Parties to the Agreement, the Parties hereby agree as follows:

**WITNESSETH**

1. Findings Incorporated. The findings set forth above are incorporated into the body of this Agreement as if fully set forth herein.

2. Premises, Term.

(a) In consideration of the obligation of Trent to pay rent as hereinafter provided and in consideration of the other terms, provisions and covenants hereof, the City hereby demises to Trent, and Trent hereby leases from the City, the Premises.

(b) The term of this Agreement shall be for one (1) year commencing \_\_\_\_\_, 2010 ("Commencement Date") and terminating \_\_\_\_\_, 2011, unless terminated earlier as provided herein ("Term"). The City grants Trent the right to extend the Term for one (1) additional one (1) year term by providing written notice of extension no earlier than one hundred eighty (180) days before and no later than thirty (30) days before the end of the current Term.

3. Rent and Additional Consideration.

(a) Trent shall pay to the City at the address specified or furnished pursuant to Section 18, during the Term of this Agreement a monthly rent of Five Hundred and No/100 Dollars (\$500.00) ("Rent"), which shall be due and payable, without notice, by the 5<sup>th</sup> day of each month, the first payment being due and payable on the Commencement Date and monthly thereafter during the Term of the Agreement.

(b) As additional consideration, Trent shall make any and all necessary, as determined by the City, repairs and improvements to the Premises. Any and all repairs and improvements shall be approved in writing by the City prior to Trent commencing the same.

4. Additional Rent. Trent shall also pay without abatement, deduction or set-off as additional rent, all sums, impositions, costs, expenses and other payments which Trent in any of the provisions of this Agreement assumes or agrees to pay and in the event of any non-payment thereof, the City shall have (in addition to all other rights and remedies) all the rights and remedies provided for herein or by law in case of non-payment of Rent ("Additional Rent").

5. Use.

(a) The Premises shall only be used for the temporary residence of Trent and the artistic programs and services of Trent, which are generally described as: the offering of various art activities, classes and/or educational opportunities, assisting the City in locating various pieces of artwork in City parks and any other artistic programs and/or services required by the City, which will specifically involve, among other things, working with the City's Public Art Manager in creating artwork for the City ("Programs"). City must approve, in writing, the type and content of all Programs prior to Trent offering the same to the citizens of the City. In consideration of the reduced rent that Trent will pay for the lease of the Premises and in consideration of the other terms, provisions and covenants hereof, Trent shall provide the Programs at no cost to the City or its citizens. Trent may not use the Premises for any other purpose without the prior written consent of the City. Trent may not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance. Nor shall Trent use, or permit the use of, the Premises for any illegal purpose. Trent, at his expense, will comply, and will cause his employees, agents, visitors and invitees to comply, with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies, concerning the use of the Premises.

(b) In the event Trent fails to use at least eighty percent (80%) of the square footage of the Premises for the Programs for a period of sixty (60) days or more or if Trent fails to satisfactorily, as determined by the City, provide the Programs as prescribed herein or by the City, this Agreement shall terminate automatically and, in such event, the City shall have the authority to exercise any of the rights described in Section 14 below.

(c) The City shall establish a schedule of dates and times, subject to Trent's reasonable approval, that Trent will offer the Programs at the Premises ("Schedule"). The Schedule may be amended from time to time by the City, subject to the reasonable approval of Trent.

(d) Notwithstanding anything to the contrary herein, the Premises shall not, under any circumstance, be used for any purpose other than as authorized in this Agreement or as authorized in writing by the City.

6. Utility Charges. Included in the Rent are all charges incurred for the use of utility services at the Premises, including gas, electricity and City water, sewer and waste collection. Trent, at his sole expense, shall be responsible for all other utility charges assessed at the Premises.

7. Ad Valorem Tax. The City shall be responsible for the payment of any ad valorem taxes assessed against the property where the Premises are located.

8. Insurance and Indemnity.

(a) Casualty Insurance. During the Agreement Term, the City shall maintain policies of insurance covering loss of or damage to the Premises in an amount or percentage of replacement value as the City deems reasonable in relation to the age, location, type of construction and physical condition of the Premises and the availability of insurance at reasonable rates. The policies shall provide protection against all perils included within the classification of fire and extended coverage and any other perils which the City deems necessary. The policy shall state that in the event of partial or total loss of the Premises, payment on the loss shall be made to the City. Trent may, at Trent's option, obtain insurance coverage for Trent's fixtures, equipment or building improvements installed, as authorized by the City, by Trent in or on the Premises. Trent shall, at Trent's expense, maintain insurance on his fixtures, equipment and building improvements as Trent deems necessary to protect Trent's interest. Trent shall not do or permit to be done anything which invalidates any insurance policies. Trent shall discharge Trent's obligations under this Section by naming the City as an additional insured on any policies Trent acquires regarding the Premises or its fixtures, improvements or equipment.

(b) Liability Insurance. During the Agreement Term, Trent shall maintain a general liability policy of insurance, at Trent's expense, insuring the City against liability arising out of the use, occupancy or maintenance of the Premises by Trent. The policies must contain a provision which prohibits cancellation or modification of the policy except upon thirty (30) days' prior written notice to the City. Trent shall discharge Trent's obligations under this Section by naming the City as an additional insured under a comprehensive policy of commercial general liability insurance maintained by Trent and containing the coverage and provisions described in this Section. Trent shall deliver a copy of the policy or certificate (or a renewal) to the City prior to the Commencement Date and prior to the expiration of the policy during the Agreement Term. If Trent fails to maintain the policy, the City may elect to maintain the insurance at Trent's expense. Trent may, at Trent's expense, maintain other liability insurance as Trent deems necessary to protect Trent.

(c) **INDEMNITY.** THE CITY SHALL NOT BE LIABLE TO TRENT OR TO TRENT'S EMPLOYEES, AGENTS, INVITEES OR VISITORS, OR TO ANY OTHER PERSON, FOR ANY INJURY TO PERSONS OR DAMAGE TO PROPERTY ON OR ABOUT THE PREMISES OR ANY ADJACENT AREA OWNED BY THE CITY CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF TRENT, TRENT'S EMPLOYEES, AGENTS, VISITORS OR INVITEES OR ANY OTHER PERSON ENTERING THE PREMISES UNDER EXPRESS OR IMPLIED INVITATION OF TRENT, OR ARISING OUT OF THE USE OF THE PREMISES BY TRENT AND THE CONDUCT OF TRENT'S BUSINESS, OR ARISING OUT OF ANY BREACH OR DEFAULT BY TRENT IN THE PERFORMANCE OF TRENT'S OBLIGATIONS UNDER THIS AGREEMENT; AND TRENT HEREBY AGREES TO INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE OR INJURY. TRENT SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE CAUSED BY THE GROSS NEGLIGENCE OF THE CITY, OR THE CITY'S EMPLOYEES OR AGENTS.

(d) **Waiver of Subrogation.** Each Party to this Agreement waives any and every claim which arises or may arise in its favor against the other during the term of this Agreement or any renewal or extension of this Agreement for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. These mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss of, or damage to, property of the Parties. Inasmuch as these mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), each Party hereby agrees to give immediately to each insurance company (which has issued to such Party policies of fire and extended coverage insurance) written notice of the terms of such mutual waivers, and to cause such insurance policies to be properly endorsed to prevent the invalidation of the insurance coverage by reason of these waivers.

9. **Repairs.** Trent shall maintain the Premises, including the roof, foundation and exterior walls, and keep them reasonably free from waste or nuisance throughout the Agreement Term and any extension of that Term. At the termination of the Agreement, Trent shall surrender and deliver the Premises to the City in as good a state of repair and condition as they were in at the time the City delivered possession to Trent, reasonable wear and tear excepted.

In the event Trent fails to perform his obligation to repair or maintain as set forth herein after notice from the City of the need for such repair or maintenance and the passage of a reasonable amount of time for performance after such notice, the City may make such repairs or perform such maintenance, or cause such repairs to be made or maintenance to be performed at its own expense. Trent is required by this Agreement to make the repair or to perform the maintenance and shall reimburse the City for making or causing the repair to be made, or performing or causing the maintenance to be performed, for the reasonable expense of the repair or maintenance. Any reasonable costs incurred by the City pursuant to this Section shall be payable by Trent to the City as Additional Rent on the next rental installment date, or, if there are no further rental installments under the Agreement, within thirty (30) days or at the termination of the Agreement, whichever occurs first.

10. **Alterations and Expansion.** Trent shall have the right to make alterations or improvements to the Premises deemed necessary or appropriate in connection with the permitted use of the Premises upon obtaining the prior written consent of the City and without the payment

of any additional rent, provided, however, that any such alterations or improvements shall not reduce or impair the value of the Premises. Any alterations or improvements shall be in accordance with plans and specifications approved by the City and shall not cause any violation of applicable law. Trent shall be responsible for all repair and maintenance costs he undertakes. Should Trent make structural repairs and/or improvements to the Premises which are not fully amortized on the date that Trent vacates the building, Trent shall remain responsible to pay the unamortized costs of such repairs or maintenance.

11. Condemnation.

(a) If all of the Premises (or if less than all, but the remaining portion cannot reasonably be operated in accordance with Trent's aforesaid purposes) shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation, then the term of this Agreement shall cease and terminate as of the date of title vesting in such proceeding (or sale) and all rentals shall be paid up to that date.

(b) In the event of a partial taking or condemnation which takes less than a substantial portion of the Premises and the remaining portion can be reasonably operated in accordance with Trent's permitted use, then Trent, at his sole cost and expense, shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Agreement shall continue in full force and effect but with an equitable reduction or abatement of rent.

(c) In the event of any condemnation, taking or sale as aforesaid, whether whole or partial, the City shall be entitled to receive and retain such awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings. Termination of this Agreement shall not affect the right of the respective Parties to such awards.

12. Assignment and Subletting.

(a) Trent shall not sublease or assign this Agreement in whole or in part without the prior written consent of the City, which consent by the City shall be in the City's absolute discretion. Any such permitted assignment or subletting shall be subject to and upon all of the terms, provisions and covenants of this Agreement.

(b) No assignment or subletting or collection of rent from assignee or sublessee shall be deemed to constitute a novation or in any way release Trent from further performance of his obligations under this Agreement, and Trent shall continue liable under this Agreement for the balance of the term hereof with the same force and effect as if no such assignment had been made.

13. Default.

Each of the following events is an event of default under this Agreement:

(a) Failure of Trent to pay any installment of the Rent or other sum payable to the City under this Agreement on the date that it is due and the continuance of that failure for a period of five (5) days after the City delivers written notice of the failure to Trent. This clause shall not be construed to permit or allow a delay in paying Rent beyond the due date and shall not affect the City's right to impose a late charge as permitted herein;

(b) Failure of Trent to comply with any term, condition or covenant of this Agreement, other than the payment of Rent or other sum of money, and the continuance of that failure for a period of thirty (30) days after the City delivers written notice of the failure to Trent;

(c) Failure of Trent or any guarantor of Trent's obligations under this Agreement to pay its debts as they become due or an admission in writing of inability to pay its debts, or the making of a general assignment for the benefit of creditors;

(d) The commencement by Trent or any guarantor of Trent's obligations under this Agreement of any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of him or his debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for him or for all or any substantial part of his property;

(e) The commencement of any case, proceeding or other action against Trent or any guarantor of Trent's obligations under this Agreement seeking to have an order for relief entered against him as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of him or his debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for him or for all or any substantial part of his property, and Trent or any guarantor: (i) fails to obtain a dismissal of such case, proceeding, or other action within sixty (60) days of its commencement; or (ii) converts the case from one chapter of the Federal Bankruptcy Code to another chapter; or (iii) is the subject of an order of relief which is not fully stayed within seven (7) business days after the entry thereof; and

(f) Vacancy or abandonment by Trent of any substantial portion of the Premises or cessation of the use of the Premises for the purpose leased.

#### 14. Remedies.

Upon the occurrence of any of the events of default listed herein, the City shall have the option to pursue any one or more of the following remedies without any prior notice or demand.

(a) Terminate this Agreement, in which event Trent shall immediately surrender the Premises to the City. If Trent fails to so surrender the Premises, the City may, without prejudice to any other remedy which it may have for possession of the Premises or Rent in arrears, enter upon and take possession of the Premises and expel or remove Trent and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages. Trent shall pay to the City on demand the amount of all loss and damage which the City may suffer by reason of the termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the Premises, by force if necessary, without terminating this Agreement and without being liable for prosecution or for any claim for damages, and expel or remove Trent and any other person who may be occupying the Premises or any part thereof. The City may relet the Premises and receive the rent therefore. Trent agrees to pay to the City monthly or on demand from time to time any deficiency that may arise by reason of any such reletting. In determining the amount of the deficiency, the professional service fees, attorneys' fees, court costs, remodeling expenses and other costs of reletting shall be subtracted

from the amount of rent received under the reletting.

(c) Enter upon the Premises, by force if necessary, without terminating this Agreement and without being liable for prosecution or for any claim for damages, and do whatever Trent is obligated to do under the terms of this Agreement. Trent agrees to pay the City on demand for expenses which the City may incur in thus effecting compliance with Trent's obligations under this Agreement, together with interest thereon at the rate of ten percent (10%) per annum from the date expended until paid. The City shall not be liable for any damages resulting to Trent from such action, whether caused by negligence of the City or otherwise.

(d) Accelerate and declare the Rent for the entire Agreement Term, and all other amounts due under this Agreement, at once due and payable, and proceed by attachment, suit or otherwise, to collect all amounts in the same manner as if all such amounts due or to become due during the entire Agreement Term were payable in advance by the terms of this Agreement, and neither the enforcement or collection by the City of such amounts nor the payment by Trent of such amounts shall constitute a waiver by the City of any breach, existing or in the future, of any of the terms or provisions of this Agreement by Trent, or a waiver of any rights or remedies which the City may have with respect to any such breach.

(e) In addition to the foregoing remedies, the City shall have the right to change or modify the locks on the Premises in the event Trent fails to pay the monthly installment of Rent when due. The City shall not be obligated to provide another key to Trent or allow Trent to regain entry to the demises Premises unless and until Trent pays the City all Rent which is delinquent. Trent agrees that the City shall not be liable for any damages resulting to Trent from the lockout. At such time that the City changes or modifies the lock, the City shall post a "Notice of Change of Locks" on the front of the Premises. Such Notice shall state that:

(i) Trent's monthly installment of Rent is delinquent, and therefore, under authority of this Agreement, the City has exercised its contractual right to change or modify Trent's door locks;

(ii) The Notice has been posted on Trent's front door by a representative of the City and Trent should make arrangements with the representative to pay the delinquent installments of Rent when Trent picks up the key; and

(iii) The failure of Trent to comply with the provisions of the Agreement and the Notice and/or tampering with or changing the door lock(s) by Trent may subject Trent to legal liability.

(f) No re-entry or taking possession of the Premises by the City shall be construed as an election to terminate this Agreement, unless a written notice of that intention is given to Trent. Notwithstanding any such reletting or re-entry or taking possession, the City may, at any time thereafter, elect to terminate this Agreement for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies provided by law, nor shall pursuit of any remedy provided in this Agreement constitute a forfeiture or waiver of any monthly installment of Rent due to the City under this Agreement or of any damages accruing to the City by reason of the violation of any of the terms, provisions and covenants contained in this Agreement. Failure of the City to declare any default immediately upon its occurrence, or failure to enforce one or more of the City's remedies, or forbearance by the City to enforce one or more of the City's remedies upon an event of default shall not be deemed or construed to constitute a waiver of default or waiver of any violation or breach of the terms of this Agreement. Pursuit of

any one of the above remedies shall not preclude pursuit by the City of any of the other remedies provided in this Agreement. The loss or damage that the City may suffer by reason of termination of this Agreement or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by the City following possession. If the City terminates this Agreement at any time for any default, in addition to other remedies the City may have, the City may recover from Trent all damages the City may incur by reason of the default, including the cost of recovering the Premises and the cost of the Rent then remaining unpaid.

15. Termination Without Cause. The City may terminate this Agreement at any time, without cause, by giving thirty (30) days notice to Trent at which time the Agreement shall terminate, and the City shall have the authority to exercise any of the rights described in Section 14 above.

16. Mechanic's Lien. Trent will not permit any mechanic's lien or liens to be placed upon the leased premises or upon improvements on the Premises. If a mechanic's lien is filed on the leased Premises or on improvements on the leased Premises, Trent will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from the City to Trent, the City may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the City to remove a mechanic's lien caused to be filed against the Premises or against improvements on the Premises by Trent, including expenses and interest, shall be due from Trent to the City and shall be repaid to the City immediately upon rendition of written notice, together with interest at ten percent (10%) per annum until repaid.

17. Holding Over by Trent. Should Trent or any authorized assignee or sub-lessee of Trent hold-over the Premises or any part thereof after the expiration of the term hereof, unless otherwise agreed in writing, such hold-over shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

18. Notices and Payments. Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be deemed to be delivered or remitted, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed to the Parties hereto at the respective addresses set out below, by fax or at such other address as they shall have theretofore specified by written notice delivered in accordance herewith:

**CITY**

George Purefoy  
City Manager  
City of Frisco  
6101 Frisco Square Blvd.  
Frisco, Texas 75034

**TRENT**

Scott Trent  
\_\_\_\_\_  
\_\_\_\_\_

19. Damage or Destruction.

(a) Notice to City. If the leased Premises or any structures or improvements on the leased Premises should be damaged or destroyed by fire, tornado, or other casualty, Trent shall give immediate written notice of the damage or destruction to the City, including a description of the damage and, as far as known to Trent, the cause of the damage.



(b) Total Destruction. If the leased Premises should be totally destroyed by fire, tornado, or other casualty not the fault of Trent or any person in or about the leased Premises with the express or implied consent of Trent, this Agreement shall terminate, and rent shall be abated for the unexpired portion of this Agreement, effective as of the date of written notification as provided in paragraph (a) of this Section.

(c) Partial Destruction. If the leased Premises should be damaged by fire, tornado, or other casualty not the fault of Trent or any person in or about the leased Premises with the express or implied consent of Trent, but not to such an extent that rebuilding or repairs cannot reasonably be completed within sixty (60) working days, this Agreement shall not terminate, and Trent shall commence work to restore or replace the leased Premises upon receipt of the insurance proceeds relative to such casualty. If partial destruction of the leased Premises occurs in the final sixty (60) days of the Agreement term, Trent need not rebuild or repair the Premises.

20. Compliance with Government Regulations.

(a) Throughout the term of this Agreement, Trent will promptly comply with (a) all present and future laws, ordinances, orders, rules, regulations and requirements of every constituted governmental authority or agency in any way relating to the Premises, the use thereof, the Trent's or occupants thereof, or the maintenance of insurance policies herein required, at normal premiums, whether or not such law, ordinance, order, rule, regulation or requirement shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Premises; and (b) all duties or obligations of any kind imposed by law, covenants, conditions, agreements or easements, upon the owner, occupant, Trent or holder of any other interest in the Premises. All of the foregoing contained in subsections (a) and (b) hereof are hereinafter collectively termed "Requirements". The City shall, at Trent's expense, join in any application or request for such Certificate of Occupancy, if such joinder is required under applicable law, but without cost, expense or liability to the City.

(b) Trent shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Trent or the City or both, without cost, expense or liability to the City, the validity or application of any requirement of the nature referred to herein subject to the following:

(i) If the terms of any such Requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the cancellation of any insurance policy, the incurring of any lien, charge or liability of any kind against the Premises or Trent's leasehold interest and without subjecting Trent or the City to any loss or liability, civil or criminal, for failure so to comply therewith, Trent may delay compliance therewith until the final determination of such proceedings.

(ii) If any loss, lien, change or civil liability would be incurred by reason of any such delay, Trent nevertheless may contest as aforesaid and delay as aforesaid, provided that such delay would not subject the City to criminal liability and Trent (i) furnishes to the City security, reasonably satisfactory to the City, against any loss or injury by reason of such contest or delay, and (ii) prosecutes the contest with due diligence.

The City will execute and deliver any appropriate documents, which may be necessary or proper to permit Trent so to contest the validity or application of any such Requirement and Trent will pay all expenses, including attorney's fees, relating to any contest under this Section.

21. Inspection by City. Trent shall permit representatives and employees of the City to enter into and on the Premises at all reasonable times for the purpose of inspection, maintenance, making repairs or alterations to the Premises, or any other purpose necessary to protect the City's interest in the Premises or to perform the City's duties under this Agreement. The City shall contact Trent in advance in order to schedule a reasonable time for such inspection or work.

22. Acceptance and Surrender. Trent acknowledges that: (a) a full and complete inspection of the Premises and adjacent common areas has been made and the City has fully and adequately disclosed the existence of any defects which would interfere with Trent's use of the Premises for its intended purpose, and (b) as a result of such inspection and disclosure, Trent has taken possession of the Premises and accepts the Premises in its "As Is" condition.

Upon the expiration or termination of this Agreement, Trent shall surrender the Premises to the City broom clean and in the same condition as received, except for ordinary wear and tear which Trent is not otherwise obligated to remedy under any provision of this Agreement. In addition, the City may require Trent to remove any alterations, additions or improvements (whether or not made with the City's consent) prior to the expiration or termination of this Agreement and to restore the Premises to its prior condition, all at Trent's expense. All alterations, additions and improvements which the City has not required Trent to remove shall become the City's property and shall be surrendered to the City upon the expiration or termination of this Agreement. In no event, however, shall Trent remove any of the following materials or equipment without the City's prior written consent: (i) any electrical wiring or power panels; (ii) lighting or lighting fixtures; (iii) wall coverings, drapes, blinds or other window coverings; (iv) carpets or other floor coverings; (v) heating, ventilating, or air conditioning equipment; (vi) fencing or security gates; or (vii) any other fixtures, equipment or items which, if removed, would affect the operation or the exterior appearance of the Premises.

23. Site Assessment. Trent may, at his sole cost and expense, provide an environmental site assessment of the Premises. To the extent such environmental site assessment indicates the need for any abatement or remediation costs which Trent is unwilling to bear, either Trent or the City may terminate the Agreement or discussion relating thereto, if the Agreement has not yet been signed. Trent shall be responsible for any structural repairs and building code compliance issues identified by either the City or Trent's inspections.

24. Miscellaneous.

(a) Force Majeure. If performance by the City of any term, condition or covenant in this Agreement is delayed or prevented by an act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of the City, the period for performance of the term, condition or covenant shall be extended for a period equal to the period the City is so delayed or prevented.

(b) Interpretation. The captions of the Sections of this Agreement are to assist the Parties in reading this Agreement and are not a part of the terms or provisions of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine and neuter genders

shall each include the other.

(c) Waivers. All waivers to provisions of this Agreement must be in writing and signed by the waiving Party. The City's delay or failure to enforce any provisions of this Agreement or its acceptance of late installments of Rent or Additional Rent shall not be a waiver and shall not prevent the City from enforcing that provision or any other provision of this Agreement in the future. No statement on a payment check from Trent or in a letter accompanying a payment check shall be binding on the City. The City may, with or without notice to Trent, negotiate, cash, or endorse the check without being bound to the conditions of any such statement.

(d) Severability. A determination by a court of competent jurisdiction that any provision of this Agreement is invalid or unenforceable shall not cancel or invalidate the remainder of that provision or this Agreement, which shall remain in full force and effect.

(e) Amendments or Modifications. This Agreement is the only agreement between the Parties pertaining to the lease of the Premises and no other agreements are effective unless made a part of this Agreement. All amendments to this Agreement must be in writing and signed by all Parties. Any other attempted amendment shall be void.

(f) Attorneys' Fees. Pursuant to Texas Local Government Code Section 271.159, if on account of any breach or default by any Party to this Agreement in its obligations to any other Party to this Agreement, it becomes necessary for a Party to employ an attorney to enforce or defend any of its rights or remedies under this Agreement, the non-prevailing Party agrees to pay the prevailing Party its reasonable attorneys' fees and court costs, if any, whether or not suit is instituted in connection with the enforcement or defense.

(g) Venue. All obligations under this Agreement shall be performable and payable in Collin County, Texas. The laws of the State of Texas shall govern this Agreement.

(h) Survival. All obligations of any Party to this Agreement which are not fulfilled at the expiration or the termination of this Agreement shall survive such expiration or termination as continuing obligations of the Party.

(j) Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, each of the Parties to this Agreement and their respective heirs, representatives, successors and assigns. However, the City shall not have any obligation to Trent's successors or assigns unless the rights or interests of the successors or assigns are acquired in accordance with the terms of this Agreement.

(k) Consult an Attorney. This Agreement is an enforceable, legally binding agreement. Read it carefully. The Parties to this Agreement acknowledge that they have been advised to have this Agreement reviewed by competent legal counsel of their choice before signing this Agreement. By executing this Agreement, the City and Trent each agree to the provisions, terms, covenants and conditions contained in this Agreement.

(l) Sovereign Immunity. The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

*[SIGNATURES TO FOLLOW.]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF FRISCO, TEXAS:**

By: \_\_\_\_\_  
George Purefoy, City Manager

\_\_\_\_\_  
**SCOTT TRENT**